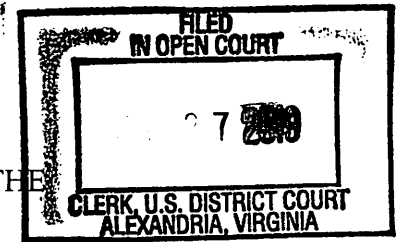


IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION



UNITED STATES OF AMERICA

v.

Case No. 1:19-cr-183 (TSE)

HAROON K. ULLAH,

Defendant.

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STATEMENT OF FACTS

The United States and the defendant, HAROON K. ULLAH (hereinafter, "the defendant" or "ULLAH"), agree that at trial, the United States would have proven the following facts beyond a reasonable doubt with admissible and credible evidence:

1. From at least in or about February 2018 through at least in or about October 2018, in the Eastern District of Virginia and elsewhere, the defendant did willfully and knowingly, and without lawful authority, steal and convert over \$1,000 in money and things of value belonging to the United States Agency for Global Media ("USAGM"), a federal agency of the United States government.

0. ULLAH, a member of the Senior Executive Service, was the Chief Strategy Officer ("CSO") for USAGM since October 1, 2017, until he was placed on administrative leave in or around October of 2018, and later terminated on or about April 2, 2019. According to his online biography at the time he was employed at USAGM, ULLAH "leads the Agency's policy engagement within the broader U.S. government as well as with key stakeholders outside the federal government. The CSO focuses on strategic planning and initiatives to make the Agency more strategically relevant in the national security, foreign affairs, and global media spheres." Before joining USAGM, ULLAH had been employed with the U.S. Department of State since

2010. ULLAH holds a Ph.D. degree, is a published author, and is a recognized expert in countering violent extremism.

3. At all relevant times, ULLAH resided in Arlington or Alexandria, in the Commonwealth and Eastern District of Virginia. ULLAH's bank and its servers were located in the Eastern District of Virginia. USAGM was located in Washington, D.C.

4. In his capacity as CSO for USAGM, ULLAH was authorized to travel by USAGM at government expense only for official business. Such official travel for ULLAH's trips was arranged and authorized via E2 Solutions ("E2"). ULLAH sought administrative assistance from USAGM staff to arrange his travel and to submit his vouchers into the E2 system for reimbursement by providing them with the receipts from his travel. Within E2, travelers are required to certify that the vouchers and documents they submit are true and accurate and that the traveler has not previously received payment for the expenses. Because ULLAH had administrative staff submit his vouchers within E2, the staff printed out the voucher along with the receipts and the certification form for ULLAH to sign in hard copy. ULLAH signed the certification form for each of his closed vouchers in E2. The certification contained the following language, "this voucher is true and correct to the best of my knowledge and belief, and that payment or credit has not been received by me."

5. During the approximate ninth-month period of February 2018-October 2018, ULLAH submitted for reimbursement multiple falsified hotel invoices; falsified taxi receipts; double-billed third party sponsors and USAGM for the same trips; and billed USAGM for personal trips, either to promote his book, or for week-end trips during which little to no USAGM business was conducted. ULLAH used his government computer, a Microsoft Surface Pro, to create the false documents. He would obtain logos and other graphics on-line and use either an invoice

generator or Microsoft Excel in order to create fraudulent hotel invoices. Sometimes ULLAH had stayed with a family member or friend or at a budget hotel, but he created the false invoice for the purpose of financial gain in order to maximize his reimbursement from USAGM. With other hotel invoices, ULLAH took a legitimate hotel invoice and changed his address or other data in order to conceal that the hotel room had been paid by a third party, which fact ULLAH intentionally failed to disclose to E2 and USAGM.

6. ULLAH also frequently submitted false taxi receipts and falsified Uber receipts, claiming, for instance, over \$70 in taxi fare for rides between his Arlington home and Reagan National Airport, but that his Uber records showed truly cost approximately \$12-\$16 per ride.

7. As a result of his materially false submissions to USAGM and E2, and the falsified invoices and receipts supporting them, ULLAH caused thousands of dollars in fraudulently-obtained travel reimbursements to be directly deposited from USAGM's funds located outside of the Eastern District of Virginia into ULLAH's Bank of American account in the Eastern District of Virginia. For instance, on or about September 24, 2018, ULLAH received \$1,287.53 in government funds wired to his bank account in Virginia in connection with a trip to New York City, for which ULLAH had submitted a fake hotel invoice from the Marriot New York downtown. In reality, this trip was for personal reasons over a weekend, not for government business, as ULLAH had falsely certified to USAGM and E2.

8. As part of a scheme to obtain business class travel to which he was not entitled, ULLAH also submitted to USAGM a falsified and forged letter from a real medical doctor, identified here by the initials N.A., claiming that ULLAH required an upgrade to business class because of a medical condition that required him to "lie flat" on long flights. The doctor confirmed to law enforcement that the letter was a forgery; that he did not authorize ULLAH to use his

identity or to sign his name for him; and that a business class upgrade for ULLAH's sore knee was not medically necessary. By using the doctor's identity, ULLAH defrauded USAGM of all payments for business class upgrades, some of which were substantial, as they involved international flights. For instance, on or about July 23, 2018, ULLAH received reimbursement for business class travel to Cologne, Germany, for over \$1,600 in upgrades obtained as a result of the fraudulent doctor's letter.

9. ULLAH also billed the government for an international flight to Muscat, Oman, claiming it was for USAGM business, when in truth and in fact, he stayed with his sister. In connection with the Oman trip, ULLAH also submitted a falsified hotel invoice.

10. Altogether, ULLAH intended to defraud USAGM of more than \$40,000. ULLAH caused actual losses to the government of at least \$37,082.49, which ULLAH acknowledges constitute proceeds of crime and are subject to orders of forfeiture and restitution.

11. At the same time that ULLAH was submitting falsified invoices to USAGM, he was also submitting a falsified home repair estimate and false lien release to Liberty Mutual Insurance Company in connection with repairs to his home in Alexandria, Virginia, for tree damage. ULLAH used without lawful authority or permission the identity of a true real estate agent who works in the Eastern District of Virginia, to create the false construction estimate and lien release. ULLAH also submitted to Liberty Mutual an altered residential lease and falsified repair invoices, in order to maximize his insurance claims and to minimize the amount he actually paid contractors to renovate and repair the home.

12. This statement of facts includes those facts necessary to support the plea agreement between the defendant and the United States. It does not include each and every fact known to the

defendant or to the United States, and it is not intended to be a full enumeration of all of the facts surrounding the defendant's case.

13. The actions of the defendant, as recounted above, were in all respects knowing and deliberate, and were not committed by mistake, accident, or other innocent reason.

Respectfully submitted,

G. Zachary Terwilliger  
United States Attorney

Date: June 13, 2019

By:

  
Russell L. Carlberg  
Special Assistant United States Attorney LT


After consulting with my attorney and pursuant to the plea agreement entered into this day between the defendant, HAROON K. ULLAH, and the United States, I hereby stipulate that the above Statement of Facts is true and accurate, and that had the matter proceeded to trial, the United States would have proved the same beyond a reasonable doubt.

  
HAROON K. ULLAH

I am Mark E. Schamel, defendant's attorney. I have carefully reviewed the above Statement of Facts with him. To my knowledge, his decision to stipulate to these facts is an informed and voluntary one.

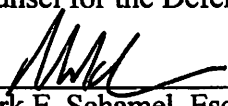
Date:

6/11/2019

  
Pascal F. Naples  
Counsel for the Defendant

Date:

6/11/19

  
Mark E. Schamel, Esq.  
Counsel for the Defendant  
*Admitted Pro Hac Vice*